



201209280092
Skagit County Auditor

Filed for Record at Request of:

9/28/2012 Page 1 of 5 10:11AM

David L. Day, Attorney at Law

P.O. Box 526

Burlington WA 98233

MODIFICATION OF REAL ESTATE CONTRACT

Reference #: 200207170036

Vendor(s): Allan Williams and Susan Williams

Vendee(s): Ione Ward

Legal Description (Abbreviated): Lot 60, Samish River Park Div. No. 1

Assessor's Tax / Parcel ID#: 3990-000-060-0003/P68750

THIS MODIFICATION OF REAL ESTATE CONTRACT is made and executed between Allan Williams and Susan Williams, husband and wife, whose address is 18760 Fishermans Loop, Burlington, WA 98233 ("Vendee") and Ione Ward, whose address is 7280 Steelhead Lane, Burlington, WA 98233, ("Vendor" or "Lender").

REAL ESTATE CONTRACT. Vendee and Vendors entered into a Real Estate Contract dated July 16, 2002 which has been recorded in Skagit County, State of Washington, as follows:

Real Estate Contract dated July 16, 2002, recorded July 17, 2002 under Auditor's file number 200207170036 records of Skagit County, Washington.

REAL PROPERTY DESCRIPTION. The Real Estate Contract covers the following described real property located in Skagit County, State of Washington:

Lot 60, Samish River Park, Division No. 1, according to the plat thereof recorded in Volume 9 of Plats, pages 43 and 44, records of Skagit County, Washington.

Situated in Skagit County, Washington.

MODIFICATION OF REAL ESTATE CONTRACT

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The Real Property is commonly known as 18760 Fishermans Loop, Burlington, WA 98233. The Real property tax identification number is 3990-000-060-0003/P68750.

Except as modified as herein, all of the terms and conditions of the Real Estate Contract dated July 16, 2002 and recorded on July 17, 2002, remain in full force and effect.

MODIFICATION. Vendee and Vendor hereby modify the Real Estate Contract recorded under Auditor File No. 200207170036 records of Skagit County as follows:

1. The accrued arrearage on the Contract at the time of issuance of the Notice of Intent to Forfeit was \$38,539.00 in back payments, and \$6,979.56 in back interest.
2. That the unpaid remaining principal balance is \$47,306.18
3. That Allan Williams and Susan Williams hereby acknowledge the above accrued arrearage. Vendor hereby waives payment of the above accrued back payments and back interest set forth in Paragraph 1.
5. That in consideration of forbearance and postponement of foreclosure the parties agree that commencing September 1st, 2012, Allan Williams and Susan Williams will pay the sum of \$400.00 per month. Payments include principal and interest. Payments will be applied first to any late charges; then to accrued interest; then to principal;
6. That the interest rate on the sum of \$47,306.18 be reduced from 7.5% to 2% per annum on the unpaid principal balance.

All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Real Estate Contract shall remain unchanged and in full force and effect. Consent by Vendor to this Modification does not waive Vendors right to require strict performance of the Real Estate Contract as modified herein nor obligate Vendor to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the credit agreement secured by the Real Estate Contract. It is the intention of the Vendor to retain as liable all parties to the Real Estate Contract and all parties, or assignees to the Real Estate Contract, including accommodation parties, unless a party is expressly released by Vendor in writing.



MODIFICATION OF REAL ESTATE CONTRACT

(Continued)

VENDEE(S) ACKNOWLEDGE(S) HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF REAL ESTATE CONTRACT AND VENDEE(S) AGREES TO ITS TERMS. THIS MODIFICATION OF REAL ESTATE CONTRACT IS DATED:

SEPTEMBER 24 2012.

VENDEE-


ALLAN WILLIAMS

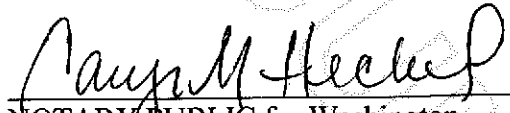
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
 Okanogan) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me Allan Williams, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed his name as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of September, 2012.




NOTARY PUBLIC for Washington.
My Commission Expires: 07-12-2016



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Skagit County Auditor

